

ments or insurance premiums, as the case may be, when the same shall become due and payable, then the mortgagor shall pay to the mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes, assessments or insurance premiums shall be due. If at any time the mortgagor shall tender to the mortgagee in accordance with the provisions of said note, full payment of the entire indebtedness represented thereby, the said mortgagee shall, in computing the amount of such indebtedness, credit to the account of the mortgagor all payments made under the provisions of said paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, the mortgagee shall be, and hereby is, authorized and empowered to apply at the time of the commencement of such proceedings the balance then remaining in the funds accumulated under the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

Seventh: If, as aforesaid, default shall be made in the payment of any note or interest at maturity, or any interest thereon when due, or the taxes and assessments, or any part of either, or if waste be committed on or improvements be removed from said real estate without written consent of the mortgagee, or if by reason of operation under any lease the premises are rendered unfit for housing purposes in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of said mortgagee become immediately due and payable without notice to any party, and no failure of said mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of the right to exercise any option at any other time, as to any past, present or future default hereunder; but said mortgagee may without notice, at any time after a default as aforesaid, or a breach or violation of any of the covenants or agreements herein, immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same, to receive and collect the profits, rents, issues and royalties thereof, under the direction of the Court, and any amount so collected by said Receiver shall be applied under the direction of the Court to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage. In case of foreclosure, the judgment rendered shall provide that all of said real estate shall be sold together and not in parcels. Appraisal waived.

In case of the renewal or extension of the indebtedness hereby secured or any part thereof, all the provisions of this mortgage and the lien thereof shall remain in force as fully and with the same effect as if it were made originally at such extended time.

The covenants, agreements and powers herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto, and wherever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands the day and year first above written.

Raymond G. Cummings
Minnie E. Cummings

STATE OF KANSAS

County of Douglas

ss.

On this Twenty Seventh day of August A. D. 19 62.

before me, a Notary Public, in and for said County, personally appeared

Raymond G. Cummings and Minnie E. Cummings, his wife,

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and official seal, the day and year last above written.

My commission expires October 12 1963

R. P. Conboy
R. P. Conboy Notary Public.

Recorded August 30, 1962 at 10:15 A.M.

Harold R. Beck Register of Deeds

The undersigned, being the present owner and holder of the debt secured in the within mortgage does hereby acknowledge full satisfaction thereof, and the Register of Deeds of Douglas County, Kansas is hereby authorized to enter this satisfaction on the margin of record of the within mortgage.

(Corp. Seal)

BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA
Grant Torrance Vice President
April 8, 1965

ATTEST: Cyril E. Muckenthaler
Assistant Secretary

This release
was written
on the original
mortgage
this 22 day
of April
1965

Janice Keem
Reg. of Deeds

-Deputy